



PROCESSING AGREEMENT FORM

Agreement for Payment of Costs of Development Application Processing

FOR CITY USE ONLY

Private Job #: _____ Planning App. #: _____
APN: _____ Check # / Amt.: _____ / _____
Est. Completion: _____ Maximum: _____
Eng. Title: _____

TO BE COMPLETED BY APPLICANT:

This Agreement is by and between the City of Milpitas, hereafter "City," and _____ hereafter "Applicant."

Project Description: _____

I. PROPERTY INFORMATION:

Property Location: _____ Property Interest of Applicant: _____
(e.g. owner, agent of owner, lessee, design professional)

II. APPLICANT INFORMATION:

Name: _____ Phone No.: _____
Company: _____ E-mail: _____
Address: _____
Applicant Federal Tax ID: _____
or Social Security No. _____

III. CONTACT INFORMATION *(if different than above):*

Name: _____ Phone No.: _____
Address: _____

IV. BILLING INFORMATION *(if different than applicant information):*

Statements, requests for deposits or refunds shall be directed to Applicant identified in Section II above unless stated otherwise below:

Name: _____ Federal Tax ID No.: _____
Address: _____

Applicant agrees to pay all legal costs and consultant costs (including but not limited to design review and geotechnical consultant fees) incurred by the City for review and processing necessary for the subject project, even if the application is withdrawn, not approved, approved subject to conditions, or modified upon approval. Applicant agrees to make an initial deposit of \$10,000 (or other amount as required by the city) to be applied toward the above costs, at such time as requested by the City. This initial deposit is in addition to the deposit collected for typical application processing. Applicant further agrees that no Certificate of Occupancy for the project will be issued, until all costs are paid.

The City is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts. Any refund of amounts deposited shall be made in the name of the Applicant, to the address noted for billing information. Invoices are due and payable within 30 days. Please be advised that City processing of applications will cease when the account balance drops below 25% of the total initial deposit amount. The total initial deposit amount is the sum of the deposit for legal and consultant costs and the deposit for application processing.

Applicant shall provide written notice to the Finance Department in the event that there is a change in Applicant's interest in the property, the project or the billing address or contact person for said project. Said Notice shall be mailed first class, postage paid, certified mail to Accounting Services Manager, 455 E. Calaveras, Milpitas, California 95035. Applicant shall remain responsible for all outstanding costs incurred by City. Applicant agrees to hold City harmless for all costs and expenses, including attorney's fees, incurred by City or held to be the liability of the City in connection with City's defense of its actions in any proceeding brought in any State or Federal court challenging the City's actions with respect to the Applicant's project.

This Agreement shall only be executed by an authorized representative of the Applicant. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the Applicant.

Signature of Applicant: _____ Date: _____

Print Name and Title: _____

Signature of City Project Manager: _____ Date: _____

Print Name and Title: _____